

D E E D

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, in consideration of Fifteen Thousand Dollars (\$15,000) paid, and in consideration of covenants herein contained, Grants unto Marksdale Gardens, Section II, Inc., a corporation duly organized and existing pursuant to Chapter 180 of the General Laws of Massachusetts, having a usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land located in said City of Boston, bounded and described as follows:

Beginning at a point on the North side line of Munroe Street, said point being  $N71^{\circ}39'07''W$  six hundred fifty-seven and twelve hundredths (657.12) feet from the intersection of said North side line of Munroe Street and the West side line of Warren Street;

Thence running  $S18^{\circ}25'11''W$  across land now or formerly of the Boston Redevelopment Authority, said land also being within the former Munroe Street easement and the proposed Munroe Street Widening and Relocation easement and by land now or formerly of the Boston Redevelopment Authority (proposed West side line of Hazelwood Street), three hundred twenty-eight and sixty-five hundredths (328.65) feet to a point:

Thence turning and running  $N 67^{\circ}48'42''W$  by land now or formerly of the Boston Redevelopment Authority, three hundred thirty-three and seventy-four hundredths (333.74) feet to a point;

Thence turning and running Northerly by land now or formerly of the Boston Redevelopment Authority (proposed East side line of Humboldt Avenue) on a line curving to the left with a radius of fifteen hundred seventy-two and no hundredths (1572.00) feet a distance of fifty-nine and thirteen hundredths (59.13) feet to a point of tangency;



Thence running  $N 8^{\circ}56'16"E$  by land now or formerly of the Boston Redevelopment Authority (proposed East side line of Humboldt Avenue) four hundred thirty-seven and four hundredths (437.04) feet to a point of curvature;

Thence running Northerly and Easterly by land now or formerly of the Boston Redevelopment Authority (proposed East side line of Humboldt Avenue at its junction with the South side line of a future street) on a line curving to the right with a radius of fifty and no hundredths (50.00) feet a distance of eighty-eight and seventy-seven hundredths (88.77) feet to a point of tangency;

Thence running  $S69^{\circ}20'30"E$  by land now or formerly of the Boston Redevelopment Authority (South side line of a future street) two hundred eighty-seven and sixty-one hundredths (287.61) feet to a point;

Thence turning and running  $S18^{\circ}25'11"W$  by land now or formerly of the Boston Redevelopment Authority two hundred twenty-nine and ninety hundredths (229.90) feet to a point;

Thence turning and running  $S71^{\circ}39'07"E$  by land now or formerly of the Boston Redevelopment Authority seventy-five and no hundredths (75.00) feet to the point of beginning;

All being shown on a plan of land entitled "Plan of Land in Boston, Delivery Parcel C-3 of Washington Park Urban Renewal Area" by Fay, Spofford & Thorndike, Inc., Engineers, dated September 25, 1964.

A portion of said premises is registered land described in Certificate of Title No. 70743 issued by the Suffolk Registry District of the Land Court.

Subject to the easements shown on said plan of land by Fay, Spofford & Thorndike, Inc., as "Humboldt Court," "Elbert Street Widening and Relocation" and "Munroe Street Widening and Relocation," respectively, which easements have been taken by the Public Improvement Commission of the City of Boston and laid out as highways, said easements and the orders of taking under which said easements were



taken being recorded in the Registry of Deeds, in said Suffolk County, Book 7873, Page 201 (Humboldt Court), Book 7873, Page 190, (Elbert Street Widening and Relocation), Book 7873, Page 192, (Munroe Street Widening and Relocation) said easements being bounded and described as follows:

Humboldt Court Easement Description:

Beginning at a point on the proposed East side line of Humboldt Avenue, said point being S  $81^{\circ}03'44''$ E twelve and no hundredths (12.00) feet from a point on the East side line of Humboldt Avenue, said point being N  $8^{\circ}56'16''$ E seventy-nine and ninety-four hundredths (79.94) feet from the intersection of said East side line of Humboldt Avenue and the North side line of Munroe Street, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority Southeasterly on a curved line to the left on a radius of twenty-two and no hundredths (22.00) feet a distance of twenty-nine and forty-seven hundredths (29.47) feet to a point of tangency; thence S  $67^{\circ}48'42''$ E forty-two and seventy-seven hundredths (42.77) feet; thence N  $22^{\circ}11'18''$ E one hundred and fifty hundredths (100.50) feet; thence S  $67^{\circ}48'42''$ E seventy and no hundredths (70.00) feet; thence S  $22^{\circ}11'18''$ W one hundred thirty-four and fifty hundredths (134.50) feet; thence N  $67^{\circ}48'42''$ W ninety-three and fourteen hundredths (93.14) feet to a point of curvature; thence Westerly and Southerly by a curve to the left on a radius of twenty-three and no hundredths (23.00) feet a distance of forty-one and forty-five hundredths (41.45) feet to a point of tangency on the proposed East side line of Humboldt Avenue; thence by said proposed East side line of Humboldt Avenue N  $8^{\circ}56'16''$ E eighty-one and forty hundredths (81.40) feet to the point of beginning; containing eleven thousand five hundred seventy-six (11,576) square feet, more or less.



Elbert Street Widening, Relocation and Extension Easement Description

Beginning at a point on the proposed West side line of Hazelwood Street, said point being  $S18^{\circ}25'11''W$  two hundred fifty-eight and fifty hundredths (258.50) feet from a point on the North side line of Munroe Street, said point being  $N71^{\circ}39'07''W$  six hundred fifty-seven and twelve hundredths (657.12) feet from the intersection of said North side line of Munroe Street and the West side line of Warren Street, running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority on the proposed West side line of Hazelwood Street  $S18^{\circ}25'11''W$  seventy and fifteen hundredths (70.15) feet to a point on said proposed West side line of Hazelwood Street; thence  $N67^{\circ}48'42''W$  three hundred thirty-three and seventy-four hundredths (333.74) feet to a point on the proposed East side line of Humboldt Avenue; thence by said proposed East side line of Humboldt Avenue by a curve to the left on a radius of fifteen hundred seventy-two and no hundredths (1572.00) feet a distance of fifty-nine and thirteen hundredths (59.13) feet to a point of tangency; thence by said proposed East side line of Humboldt Avenue  $N8^{\circ}56'16''E$  twelve and fifty-four hundredths (12.54) feet to a point on said proposed East side line of Humboldt Avenue, thence  $S67^{\circ}48'42''E$  three hundred forty-four and forty-seven hundredths (344.47) feet to the point of beginning; containing twenty-three thousand seven hundred thirty-seven (23,737) square feet, more or less.

Munroe Street Widening and Relocation Easement Description

Beginning at a point on the North side line of Munroe Street, said point being  $N71^{\circ}39'07''W$  six hundred fifty-seven and twelve hundredths (657.12) feet from the intersection of said North side line of Munroe Street and the West side line of Warren Street and running the following courses and distances:

Across land now or formerly of the Boston Redevelopment Authority said land also being within the former Munroe Street easement and the



proposed Munroe Street Widening and Relocation easement and by land now or formerly of the Boston Redevelopment Authority (proposed West side line of Hazelwood Street)  $S18^{\circ}25'11''W$  seventy-five and nineteen hundredths (75.19) feet; thence by land now or formerly of the Boston Redevelopment Authority  $N 67^{\circ}48'42''W$  one hundred forty-three and fifty-six hundredths (143.56) feet; thence  $N22^{\circ}11'18''E$  seventy and no hundredths (70.00) feet; thence  $S67^{\circ}48'42''E$  sixty-three and seventy-nine hundredths (63.79) feet; thence  $S71^{\circ}39'07''E$  seventy-five and no hundredths (75.00) feet to the point of beginning; containing ten thousand seventy-six (10,076) square feet, more or less.

Meaning and intending to convey and hereby conveying all that land shown on said plan of land by Fay, Spofford & Thorndike, Inc., containing a total of two hundred sixteen thousand five hundred eighty-seven (216,587) square feet including the areas shown on said plan as New Roads, including the fee in the areas shown on said plan of land by Fay, Spofford & Thorndike, Inc. as Easements to City of Boston for Public Streets (Widening and Relocation of Bower Street, Widening and Relocation of Humboldt Avenue and Widening and Relocation of Hazelwood Street) which easements have been taken by the Public Improvement Commission of the City of Boston and laid out as highways, said easements being described as shown in the orders of taking under which said easements were taken. Said orders being recorded in the Registry of Deeds, for Said Suffolk County, Book 7851, Page 457 (Widening and Relocation of Bower Street), Book 7873, Page 196, (Widening and Relocation of Humboldt Avenue), Book 7873, Page 194, (Widening and Relocation of Hazelwood Street), together with so much of the fee in Humboldt Avenue, Hazelwood Street, Munroe Street and Bower Street as may run with said parcel.



The grantee covenants for itself and its successors and assigns as follows:

A. Until February 18, 2003, to devote the granted premises to, and only to, the permitted uses specified in Chapter VI of the Urban Renewal Plan for the Washington Park Urban Renewal Area adopted by the grantor on January 16, 1963, and approved by the Boston City Council on February 18, 1963, which plan is recorded in the Registry of Deeds for Suffolk County, Book 7806 Page 565, as the same may be from time to time hereinafter modified pursuant to Section 1201 thereof (hereinafter referred to with such modifications as the "Urban Renewal Plan") and to comply with the Building Requirements therein specified.

B. Until February 18, 2003, not to use or devote the granted premises or any part thereof for any use other than said permitted uses or contrary to any said building requirements.

C. Until February 18, 2003, to give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Washington Park Urban Renewal Area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment subject to the applicable provisions of and applicable regulations pursuant to Section 221 (d) (3) of the National Housing Act as amended.



D. Until February 18, 2003, not to segregate through discrimination upon the basis of race, religion, creed, color or national origin or ancestry in the sale, lease, or occupancy of the granted premises or any part thereof, or to effect or execute any covenant, agreement, lease, conveyance or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy thereof.

E. Until February 18, 2003, not to discriminate, in carrying out the redevelopment and construction of improvements on the granted premises and in the operation of the same after completion thereof, against any employee or applicant for employment because of race, religion, color or national origin.

The covenants set forth above shall run with the land hereby conveyed and in favor of the grantor and any successor public agency designated by or pursuant to law and without regard to whether the grantor or any such successor remains or is an owner of any land or interest in the Washington Park Urban Renewal Area as defined in the Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

In order to effectuate the covenants set forth above as C and D, the grantee, its successors and assigns agree to consult with the grantor with respect to all aspects of its rental program which relate to or have an effect upon the selection of tenants.

The grantee, its successors and assigns shall from time to time until expiration of the term of the Urban Renewal Plan, at all reasonable hours, give to the duly authorized representatives of



the grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the granted premises and to all open areas surrounding the same.

The grantee, its successors and assigns shall, at all times until the expiration of the term of the Urban Renewal Plan, keep the improvements constructed on the granted premises in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto.

After the improvements required by the Urban Renewal Plan and the Land Disposition Agreement to be constructed by the grantee on the granted premises, or any portion thereof, have been completed, the grantee shall not, until the expiration of the term of the Urban Renewal Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the improvements, without the prior written approval of the Authority, which approval shall not be unreasonably withheld. In the event the grantee shall fail to comply with the foregoing requirement, the grantor may within a reasonable time after discovery thereof by the grantor direct in writing that the grantee so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the grantor. The grantee shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

Whenever any improvement or part thereof constructed on the granted premises shall have been damaged or destroyed prior to the expiration of the term of the Plan, the grantee, its successors



and assigns shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and other monies provided for the reconstruction, restoration or repair of any such improvement shall be deposited in a separate account of the grantee, its successors and assigns, or of any mortgagee. The proceeds and money so collected shall be used and expended for the purpose of fully repairing and reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, to the extent that such money and proceeds may permit, unless the grantee, its successors and assigns, with the written approval of the grantor, determines that all or any part of such damage or destruction shall not be so reconstructed restored or repaired. The grantee, its successors and assigns shall commence such reconstruction or repair within a period not to exceed six (6) months after such money or proceeds is received by the grantee, its successors or assigns, or any mortgagee (or such longer period as the grantor may specify in writing) and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion within twenty-four (24) months after the start thereof.

This conveyance is made subject also to the additional terms and conditions set forth in Land Disposition Agreement dated

1964, by and between the grantor and the grantee hereto which provides among other things for commencement and completion of the improvements on the granted premises required by the Urban Renewal Plan, and for remedies including a right of entry or reconveyance in case of defaults, all of which survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the



extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith and in the event the grantor exercises its right of entry or reconveyance as provided therein, it may record with said Deed and file with the Suffolk County Registry District of the Land Court said Land Disposition Agreement at the time it exercises said right.

All said additional terms and conditions contained in said Land Disposition Agreement and all provisions of the Urban Renewal Plan, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion be a conclusive determination that all obligations of the grantee, its successors and assigns, as to the granted premises have been satisfied and terminated, except only said covenants set forth above in this deed and stated to run with the land, provided however that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance said improvements and/or to purchase the property, or any part thereof. Such certification shall mean and provide: (1) that any party purchasing or leasing an individual part or parcel thereof shall not (because of such purchase or lease) incur any obligation with respect to the construction of said required improvements relating to such part or parcel or to any other part or parcel of the granted premises and (2) that neither the grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the granted premises as a result of a



default in or breach of any provisions of said Land Disposition Agreement or this deed by the grantee or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained in this deed, and (ii) the right, remedy, or control relate to such default or breach.

If after the recording or registration of such certificate with respect to the granted premises and before February 18, 2003, any owner of such portion shall request in writing the grantor or such successor agency to determine whether any improvements constructed or to be constructed on the granted premises have been completed in compliance with the terms of such Land Disposition Agreement, and the owner shall furnish such information as may be reasonably necessary for such determination, the grantor or such agency shall promptly, and in any event within thirty days after such request, certify in writing suitable for recording or registration whether or not such improvements have been so completed.

IN WITNESS WHEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_ at Boston, Massachusetts, the parties hereto have caused this Instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By \_\_\_\_\_  
Development Administrator

\_\_\_\_\_  
MARKSDALE GARDENS, SECTION II, INC.

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
General Counsel



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date \_\_\_\_\_

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of Boston Redevelopment Authority and acknowledge the same to be the free act and deed of said Authority.

\_\_\_\_\_  
Notary Public  
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date \_\_\_\_\_

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of Marksdale Gardens, Section II, Inc. and acknowledge the same to be the free act and deed of said Corporation.

\_\_\_\_\_  
Notary Public  
My commission expires